



**APPLICATION / PERMIT FOR USE OF FACILITY AGREEMENT
BETWEEN COMPTON COMMUNITY COLLEGE DISTRICT AND USER
(Pursuant to California Education Codes 82537-82548)**

PERMIT NO# _____

INSTRUCTIONS: Fill out carefully and legibly all applicable parts of this form. See Rules and Regulations on reverse side.

APPLICATION DATE	ORGANIZATION NAME ("USER")	PROFIT NON-PROFIT	<input type="checkbox"/> <input type="checkbox"/>
STREET ADDRESS		CITY, STATE, ZIP	
NATURE OF USE	EXPECTED ATTENDANCE	ADMISSION FEE \$	
RESERVATION CONTACT NAME			TELEPHONE #
AT EVENT CONTACT NAME			CELL #

FEE SCHEDULE AVAILABLE FROM CIVIC CENTER:

A/V EQUIPMENT	YES <input type="checkbox"/> NO <input type="checkbox"/>	CONCESSION SERVICE	YES <input type="checkbox"/> NO <input type="checkbox"/>	SET UP REQUIRED	YES <input type="checkbox"/> NO <input type="checkbox"/>	MARQUEE SIGNAGE	YES <input type="checkbox"/> NO <input type="checkbox"/>	OTHER-SPECIFY:	YES <input type="checkbox"/> NO <input type="checkbox"/>
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SPECIFY FACILITY LOCATION(S), DATE(S) AND TIME(S) BELOW (Attach additional page(s) if necessary):

FACILITY	DAY / DATE(S)	START TIME	END TIME

1. **GENERAL CONDITIONS:** This Agreement is hereby entered into between Compton Community College District, a California Community College District, ("District") and User whereas the District is authorized by California Education Codes 82537-82548, to allow use of its facilities by the general public, and whereas User desires to so use these facilities; and in consideration of the promises made and intending to be legally bound, the District and User agree to the Terms and Conditions as set forth herein, to the Rules and Regulations on the back side of this Agreement and to any Addendum made a part hereof. The District assumes no liability or responsibility for any personal property of User or of its employees, agents, representatives, guests, or invitees of User, brought on to the premise during the term of this Agreement. User agrees that In the event this Permit is canceled by User, or due to User's failure to meet Agreement requirements, refunds will be at the discretion of the District. Any change to this Permit shall be made in writing at least five (15) working days prior to date of event and is subject to District approval.

2. **PARKING AND SECURITY:** Events determined by the District to be too large to be managed by District's normally-scheduled staff will require that User arrange for and be responsible for the payment of: (a) an approved, bonded, licensed and insured event parking service and/or (b) approved, bonded, licensed and insured uniformed security guard service and/or (c) off-duty law enforcement personnel. Such determination will be at the District's sole discretion. All motor vehicles must be parked in designated parking spaces only and shall abide by any/all posted and/or painted restrictions. Violators will be cited and/or towed at owner's expense. It shall be the sole responsibility of the User to make the required parking and security arrangements and payments directly to the parking and/or security provider. Written proof of District-required event parking service and/or security must be provided to the District at least two (2) weeks prior to the event. Failure to provide required parking and/or security will lead to cancellation of this Agreement.

3. **INSURANCE:** User agrees to maintain, in full force and effect, at User's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A: VII or higher: (i) Commercial General Liability insurance naming Compton Community College District and the District's Board of Trustees, officers agents, employees, and volunteers as Additional Insureds, with limits of not less than One Million Dollars (\$1,000,000) including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis; (ii) Workers' Compensation insurance as required by statutory insurance requirement of the State of California covering all User personnel on the District's premises during the term of the Facility Use whether said personnel are employed by the User or supplied by persons or entities other than the District; (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). **User shall deliver Certificate(s) of Insurance along with a copy of the Additional Insured Endorsement at least 15 days in advance of the facility use, or the facility permit will automatically be canceled. The District has the right to re-evaluate the following limits to determine whether or not they are suitable based on the nature of the event/activity.**

4. **RELEASE, HOLD HARMLESS, and INDEMNIFICATION:** User accepts premises and adjoining areas as is and releases, discharges and shall indemnify, defend and hold harmless the Compton Community College District, the District's Board of Trustees, its officers, agents, employees and volunteers from any and all liability, claims, judgments or demands, including attorney's fees and costs, which may arise from all injuries, deaths (Users, agents, employees, representatives, guests, invitees, and volunteers included) and damage to property arising directly or indirectly out of this Agreement including but not limited to User's use of the premises, the adjoining areas, including the parking lots, including but not limited to District's or the District's Board of Trustees own active negligence or acts other than fraud, willful misconduct or violation of the law.

5. **NON-ASSIGNABILITY:** This Agreement may not be assigned without prior written consent of District, which consent may be withheld by District in its sole and absolute discretion.

6. **CHOICE OF LAW AND VENUE:** This Agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any action is brought arising out of this Agreement, including but not limited to, any claim for breach of the same, interpretation of the same, cancellation or specific performance, said action shall be brought in the appropriate court in Los Angeles, California.

7. **ENTIRE UNDERSTANDING:** This Agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver of modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

8. **TERMS:** Fifty (50) percent of fee is payable with Application. Balance of payment in full is due to District within fifteen (15) business days after the last scheduled event listed on this Permit. Payable to: Compton Community College District, 1111 East Artesia Blvd., Compton, CA 90221, Telephone: (310) 900-1600-extension 2973, Fax: (310) 900-1223

9. **CANCELLATION:** If event is cancelled within five (5) days or less, District will withhold 10% of amount paid to the District. If 100% of fees are not paid on the fifteenth (15th) day prior to the event, applicant will be refunded the entire amount paid to the District.

10. **STATEMENT OF INFORMATION:** The undersigned, as a duly authorized representative for User, states that to the best of his/her knowledge the District property for use by which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law. By my signature below, I acknowledge that I am authorized to sign on behalf of the Organization and bind the Organization to the terms of this Agreement. I understand and agree to all terms, conditions Rules and Regulations in this Agreement.

Signature _____ Name (print) _____
(Person authorized to sign on behalf of Organization)

Title _____ Date _____

RULES AND REGULATIONS

1. Use and occupancy of District property shall be primarily for public District purposes. Authorized use or occupancy of the property for other than public District purposes shall be secondary and subordinate to this primary purpose. The District reserves the right to deny any facility use that it deems inappropriate use of the District campus.
2. Permission to use District facilities will be granted in accordance with Board policy and established rates. Copies of same may be obtained with the application.
3. No use or occupancy of District property will be permitted if the Board of Trustees, in the exercise of its discretion, determines that such use or occupancy will interfere with the use of the property for District purposes.
4. The District may require to be furnished, reasonably in advance, with a complete program, with copies of all talks and addresses and script of any entertainment proposed to be given on District property. If such copy reasonably demonstrates that the program will be in violation of the law or of these rules or be deemed inappropriate use of the District campus, the proposed use shall not be permitted.
5. The terms "Organization" or "User" used in these Rules and Regulations are defined to mean and include the person, persons or group of persons, applying for the use of District property. Where the applicant is a person, or two or more persons associated together in a partnership, the application should be signed by the president or the secretary of the Organization making application. In all instances, the individual signing on behalf of the Organization must be authorized to do so and must provide proof of authority to sign.
6. User shall assume responsibility for any affiliate person, persons, and group of persons and/or activity occurring on District property during, and in conjunction with, any event included in this Permit/Agreement.
7. User shall not arrive before the time authorized and will leave not later than the Permit expiratory time. An additional fee may be assessed for overtime per the Fee Schedule.
8. The User shall comply with Title IX regulations.
9. Applications shall be referred to Civic Center. Applications must be filed at least fifteen (15) days prior to desired use of facility date.
10. A District employee shall be on duty for each event who shall open and lock doors and ensure equipment is working. The District is not responsible for setting up User equipment unless proper arrangements have been made. District employees, including additional security, used by the Organization must be paid for by the Organization using the facility at the District established rate of pay. The District will bill for the amount due for services rendered and facility usage. Payments are to be made directly to the District.
11. The District will perform the clean up after each event and User shall be responsible for payment of the assessed fee based on the Fee Schedule.
12. In cases where the use of District property includes radio or television broadcasting, together with special equipment, extra telephone line, etc., an additional fee will be assessed based on the Fee Schedule and be included in the final billing.
13. District shall assume no responsibility for mail and shall not permit use of District telephone for long distance calls by members of the Organizations using the facilities. If these Rules and Regulations are violated, the District shall revoke Facility Use permit(s) and shall refuse to give future Facility Use permits to the Organization involved.
14. Any removal of District fixtures or other damage to the District property including, but not limited to, unbolting, unscrewing, defacing, painting or other damaging of District facilities is strictly prohibited and may subject User to a fine, repair charges, and/or termination of use or occupancy of District property. No structures may be erected or assembled on District premises nor may any electrical, mechanical, or other equipment be brought to the District without the prior written approval of the District.
15. No existing signage shall be covered or defaced in any way.
16. User shall not be permitted to remove or displace furniture or apparatus except with permission, and under the supervision of, the District representative in charge.
17. There shall be no smoking or use of tobacco products, intoxicants, alcohol or narcotics in or about District property including parking lots. No gambling will be permitted.
18. Aircraft-related activities are not allowed at non-District events. This includes manned or unmanned, powered or non-powered aircraft of any type including helicopters, ultra-lights, hang gliders, hot air balloons, parachuting, etc.
19. Food and Beverage Concessions: District may provide concessions for all Stadium events. All other concessions and food services on the District campus must be approved by the District.
20. Food or refreshments are not permitted in auditoriums or classrooms.
21. The vending or sale of any article will not be permitted during use or occupancy of the District property without prior approval.
22. Cancellation or change to this Application must be in written form and submitted at least five (5) business days before the date of use. Any change requires District approval.
23. If the application is canceled due to User not having met the provisions outlined, refunds are at the discretion of the District.
24. A signed copy of this Application must be in the User's possession during use of facilities.
25. User shall comply with all applicable laws, Rules and Regulations. Any use contrary to or in violation of any law, rule or regulation shall be grounds for cancellation of the permit and removal of the User from the District property and shall bar such User from further use thereof.

Authorized Signer User Acknowledgement:

Signature

Date

Compton Community College District Approval:

Chief Business Officer

Date

Organization Name _____

The Applicant is to select the following facilities, equipment and services that are be requested for use in this agreement.

1.

FACILITY REQUESTED (Mark all that apply.)					
<input type="checkbox"/>	Athletic Field	<input type="checkbox"/>	Dance Room (Gym)	<input type="checkbox"/>	Student Center
<input type="checkbox"/>	Athletic Field, Track	<input type="checkbox"/>	Gymnasium	<input type="checkbox"/>	Student Center Outdoor Quad
<input type="checkbox"/>	Atrium, VT	<input type="checkbox"/>	Little Theater *	<input type="checkbox"/>	Swimming Pool *
<input type="checkbox"/>	Board Room	<input type="checkbox"/>	Locker Room: <input type="checkbox"/> M <input type="checkbox"/> F	<input type="checkbox"/>	
<input type="checkbox"/>	Classroom(s) Qty:	<input type="checkbox"/>	Parking Lot(s)	<input type="checkbox"/>	
<input type="checkbox"/>	Classroom, Smart	<input type="checkbox"/>	Stadium w/ Concession	<input type="checkbox"/>	
<input type="checkbox"/>	Conference Room, Title V	<input type="checkbox"/>	Stadium w/o Concession	<input type="checkbox"/>	
<input type="checkbox"/>	Conference Room, VT	<input type="checkbox"/>	Staff Lounge	<input type="checkbox"/>	

* Not available at this time.

2.

A. EQUIPMENT AND SERVICE REQUIREMENTS:					
<input type="checkbox"/>	None				
<input type="checkbox"/>	Applicant will provide <input type="checkbox"/> Small Table <input type="checkbox"/> Small Canopy				
Request College To Provide (Mark all that apply.)					
QTY	ITEM	QTY	ITEM	OTHER	
	Chairs	<input type="checkbox"/>	Television with DVD		
	Tables, 6'	<input type="checkbox"/>	Television with VCR		
	Tables, 8'	<input type="checkbox"/>	Projector, Data		
<input type="checkbox"/>	Podium / Lectern	<input type="checkbox"/>	Projector, Overhead		
<input type="checkbox"/>	Stool	<input type="checkbox"/>	Projector, Slide	Specialized Services	
<input type="checkbox"/>	Microphone	Gymnasium Only		<input type="checkbox"/>	Electrical (Outdoor)
<input type="checkbox"/>	Public Address System	<input type="checkbox"/>	Backdrops	<input type="checkbox"/>	Lights (Outdoor)
<input type="checkbox"/>	Stage / Platform	<input type="checkbox"/>	Bleachers	<input type="checkbox"/>	Internet Access
<input type="checkbox"/>	Screen	<input type="checkbox"/>	Scoreboard	<input type="checkbox"/>	

B. SET UP OF FACILITIES: Yes No If yes, attach diagram of requested set-up to application.

3. APPLICATION CONDITIONS / SIGNATURE

- A. The Application / Permit for Use of Facility Agreement is an application only and in no way constitutes any obligation by the District to the Applicant for use of any facility. Authorization to use a facility is not given until the Applicant has receives a fully executed Application / Permit for Use of Facility Agreement.
- B. Documentation supporting the nature and purpose of the organization and event must be submitted to the District on request. Failure to do so may result in disqualification of the Application.
- C. The undersigned has read and hereby agrees to abide by and enforce all rules and regulations, including insurance requirements, pertaining to the use of school facilities established by the Board of Trustees of Compton Community College District which are attached to this application.

OFFICE USE ONLY	
Application Approved:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date:	
Permit/Agreement Amount: \$	
Authorized Representative of Board of Trustees	

Event User Signature (Applicant)

Date